

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION**

NAM HYUP KANG and)	
HYANG HO LEE,)	
)	
<i>Plaintiffs,</i>)	CIVIL ACTION NO.
)	4:16-cv-152-CDL
v.)	
)	
BENNING GF, LLC d/b/a Giant Food;)	
HEE JEANG KIM, and JAEHAN KIM,)	
)	
<i>Defendants.</i>)	
)	

**ORDER APPROVING SETTLEMENT OF
FAIR LABOR STANDARDS ACT CLAIMS**

This matter is before the Court on the Joint Motion of Plaintiffs Nam Hyup Kang and Hyang Ho Lee and Defendants Benning GF, LLC, Hee Jeang Kim, and Jaehan Kim for approval of their negotiated settlement of this Fair Labor Standards Act (“FLSA”) action [Doc. No. 39]. The parties propose that Plaintiffs will dismiss this action with prejudice and also release the existing and former Defendants from all FLSA claims in exchange for Defendants waiving their rights or potential rights to recover billable costs, attorney’s fees, expenses, or other sanctions as a prevailing party or as a function of the pending Motion to Compel [Doc. No. 30] and an as-yet filed Motion for Sanctions under Rule 11 of the Federal Rules of Civil Procedure, a form of which is attached as Exhibit B to the instant motion.

The Court has considered the parties' Joint Motion and the exhibits attached thereto, the state of the record generally, and the pending Motion to Compel. The Court has further considered the strengths and weaknesses of the parties' cases, the evidence of record supporting the parties' positions, the fact that an evidence-based Rule 11 Notice has been issued to Plaintiffs, and that the parties mutually desire to resolve this dispute before any additional costs or fees are incurred. Based on the totality of the record, the Court finds ample and good cause to approve Settlement Agreement as proposed. The parties have demonstrated that a bona fide dispute exists over whether Plaintiffs were entitled to any overtime pay under the FLSA, and further whether Plaintiffs worked the amount of overtime they have claimed in their initial and amended pleadings. The Court further finds that the Settlement Agreement is the product of good faith arms-length negotiations and represents a genuine compromise of a bona fide dispute as to liability. Moreover, based on the state of the record, the Settlement Agreement is fair and equitable to all parties. Finally, the Court expressly finds that the terms of the Settlement Agreement do not frustrate the purpose or policies of the FLSA, which favors resolution of FLSA claims.

Accordingly, it is hereby **ORDERED** and **ADJUDGED** that the parties' Settlement Agreement is fair and reasonable, and thus that their Joint Motion for Approval of FLSA Settlement is **GRANTED**. The Settlement Agreement is

rendered effective as of the date of this Order, and this action is hereby **DISMISSED WITH PREJUDICE**. The clerk is directed to terminate this action and terminate all pending motions as moot.

SO ORDERED this 21st day of April, 2017.

s/Clay D. Land
CHIEF JUDGE CLAY D. LAND
UNITED STATES DISTRICT COURT JUDGE,
MIDDLE DISTRICT OF GEORGIA